

TELEWORK APPLICATION AND AGREEMENT

Section I (To be completed by employee)

Employee's Name:

Organization

Telephone:

Supervisor's Name and Title:

Telephone:

Address and Description of Alternate Work site:

(tab down to continue on second line)

Description of work to be performed at the alternate workplace:

(tab down to continue on second line)

Equipment needed to perform work at the alternate workplace:

(tab down to continue on second line)

Furnished by the Employee

Furnished by the Agency

Telework Schedule and Tour Duty: () Regularly Scheduled () Intermittent

Work Schedule Hours:

AWS Day Off (if applicable):

Telework Days

Voluntary Participation

The applicant agrees to work at the approved alternate workplace indicated above and to follow all applicable policies and procedures. The applicant recognizes that the telework arrangement is a privilege, not a right.

Salary and Benefits

The supervisor and applicant agree that a telework arrangement is not a basis for changing the applicant's salary or benefits.

Official Duties

The applicant agrees not to conduct personal business while in an official duty status at the alternate work place (for example, caring for dependents or making home repairs are prohibited). Furthermore, the applicant agrees that telework is not a substitute for childcare, and that he or she will make appropriate arrangements for childcare as necessary to provide for a minimum of interruptions during the workday.

Time and Attendance

The supervisor agrees to certify bi-weekly the time and attendance for hours worked at the regular office and the alternate workplace and to make sure that the applicant's timekeeper has a copy of the applicant's work schedule. The employee may be required, at the supervisor's election, to complete a self-certification form.

Leave

The applicant agrees to follow established office procedures for requesting and obtaining approval for leave.

Overtime

The applicant agrees to work overtime only when approved in writing and in advance by the supervisor, and understands that claimed overtime work without such approval may result in termination of the telework privilege.

Alternate Workplace Costs

The employee understands that the Government will not be responsible for any operating costs that are associated with the use of the employee's home as an alternate work site, for example, home maintenance, insurance, or utilities. The employee also understands that any entitlement to reimbursement for authorized expenses incurred

while conducting business for the Government, as provided for by statute or regulation, is not relinquished by this agreement.

Equipment/Supplies

The employee agrees to protect any government-owned equipment and to use the equipment only for official purposes. Should the agency agree to provide government-owned equipment to the employee for the purposes of telework, they may install, service, and maintain such equipment, as necessary. The employee agrees to install, service, and maintain any personal equipment used. The agency agrees to provide the employee with all necessary office supplies and also reimburse the employee for business-related long distance telephone calls.

Security

The applicant agrees to follow all existing security policies and procedures, including information technology security. The applicant certifies that (s)he has read and agrees to comply with the Department's Remote Access Security Policy and Minimum Implementation Standards and supplemental operating unit remote access implementation guidance. The applicant agrees to access the Office of the Chief Information Officer website periodically such that (s)he will ensure cognizance of current information technology security policies and procedures. The Title 13 data, Privacy Act data, and other sensitive or classified data may not be accessed or used from the alternate workplace. Remote access to Lotus Notes will be granted, as needed.

Liability

The applicant understands that the government will not be held liable for damages to his/her personal or real property while (s)he is working at the approved alternate workplace, except to the extent the government is held liable under the Military Personnel and Civilian Employees Claims Act and the Federal Tort Claims Act.

Alternate Work Site Inspection

The employee agrees to permit the Government to inspect the alternate work site during the employee's normal working hours to ensure proper maintenance of Government-owned property and conformance with safety standards. This is in addition to the self-certification that the employee must complete.

Work Area

An applicant working at home agrees to provide a designated work area adequate for performance of official duties.

Injury Compensation

The applicant understands that (s)he is covered under the Federal Employees Compensation Act if injured in the course of actually performing official duties at the alternate workplace. The applicant agrees to notify his/her supervisor immediately of any accident or injury that occurs at the alternate workplace and to complete any required forms. The supervisor agrees to investigate such a report as soon as possible.

Work Assignments/Performance

The employee agrees to complete all assigned work according to guidelines and standards in the employee performance plan. The applicant and supervisor agree to exercise good communication skills and work cooperatively to obtain a common understanding of expectations and desired results, and set reasonable and measurable objectives for work to be accomplished. The employee agrees to provide regular reports if required by the supervisor to help judge performance. The employee understands that a decline in performance may be grounds for terminating or modifying the telework agreement.

Disclosure

The applicant agrees to protect government records from unauthorized disclosure or damage and will comply with requirements of the Privacy Act of 1974, 5 USC 552(a).

Standards of Conduct

The applicant agrees that (s)he is bound by official standards of conduct while working at the alternate workplace.

Cancellation

The applicant understands that the organization may cancel the telework arrangement and instruct him/her to resume working at the office. If the applicant elects to voluntarily withdraw from the program, (s)he is expected to give sufficient notice so that arrangements can be made to accommodate his/her return to a regular work schedule and (s)he must complete the Telework Termination Form.

Compliance with This Agreement

The employee's failure to comply with the terms of this agreement may result in the termination of this agreement and the telework arrangement. Failure to comply also may result in disciplinary action against the employee if just cause exists to warrant such action.

Term

Unless canceled or terminated earlier by either the employee or the employer, this agreement shall expire on _____, unless renewed by agreement of the employee and the employer.

Applicant's Certification

By signing this agreement, the applicant certifies that (s)he has read the terms of this agreement and agrees to follow the policies and procedures outlined in them as well as all other applicable policies and procedures:

Applicant's Signature

Date

Supervisor's Certification

By signing this agreement the immediate supervisor of the employee certifies that the position of the applicant is suitable for telework and that the applicant is personally eligible for telework.

Supervisor's Signature

Date

Section II (To be completed by the approving official)

The application and agreement are:

- Approved as written
- Approved with the following modification:
- Disapproved for the following reasons(s):

- 1 Work not suited to telework
- 1 Need for office coverage
- 1 Employee is in a developmental assignment or position
- 1 Alternate work site does not conform with safety requirements
- 1 Employee failed to attend required training on telework
- 1 Employee does not meet personal eligibility requirements
- 1 Employee's work requires heightened supervision and/or oversight
- 1 Other (please specify):

Approving Official's Signature

Date